

**BILL OF SALE OF AUTOMOBILE**

To be completed upon sale of motor vehicle.

**State of South Dakota**  
**County of** \_\_\_\_\_

\$ \_\_\_\_\_  
(Purchase Price)

FOR AND IN CONSIDERATION OF the execution of a Promissory Note for \$ \_\_\_\_\_ and downpayment of \$ \_\_\_\_\_, by \_\_\_\_\_, (Buyer(s), to \_\_\_\_\_, "Seller(s)", Seller(s) do hereby bargain and sell to Buyer(s) the following personal property:

One (1) Motor Vehicle

Make _____	Model _____	Body Type _____
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Vehicle Identification Number (VIN) \_\_\_\_\_ **Year:** \_\_\_\_\_

The said property I guarantee is my own and free of all claims and offsets of any and all kinds.

To have and to hold the same unto Buyer(s) and Buyer(s) executors, administrators and assigns, forever.

Seller(s) hereby covenant to and with Buyer(s) that Seller(s) is the true and lawful owner(s) of the above-described motor vehicle, that the same is free from all encumbrances whatsoever except the lien retained by Seller(s), that Seller(s) has good right to sell the same as aforesaid, and that Seller(s) will warrant and defend the same against all lawful claims and demands whatsoever.

Seller(s)

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this the Print Name: \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

# ODOMETER DISCLOSURE STATEMENT

To be completed by Transferor (Seller)

**Federal law (and State law, if applicable) requires that you state the mileage upon transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.**

I, \_\_\_\_\_, state that the odometer now reads \_\_\_\_\_ miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

I hereby certify that the odometer reading is NOT the actual mileage.

WARNING - ODOMETER DISCREPANCY.

Make _____	Model _____	Body Type _____
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Vehicle Identification Number (VIN) _____	Year: _____
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Signature of Transferor (Seller): \_\_\_\_\_

## Transferor's (Seller's) Information

Transferor's Name (Please Type or Print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: _____	State: _____	Zip: _____
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## Transferee's (Buyer's) Information

Transferee's Name (Please Type or Print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: _____	State: _____	Zip: _____
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Signature of Transferee (Buyer): \_\_\_\_\_

DATE OF STATEMENT: \_\_\_\_\_

STATE OF SOUTH DAKOTA  
COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**ORIGINAL MUST BE PROVIDED WITH APPLICATION FOR A CERTIFICATE OF TITLE**

**PROMISSORY NOTE**

(In Connection with Sale of Vehicle)

\$ \_\_\_\_\_ County, South Dakota  
Date: \_\_\_\_\_

FOR VALUE RECEIVED, the undersigned Buyer(s), promise to pay to the order of \_\_\_\_\_, Seller(s), whose address is \_\_\_\_\_, the sum of \_\_\_\_\_ (\$ \_\_\_\_\_), together  with no interest, or  with interest of \_\_\_\_\_ percent per annum, payable in monthly installments of \_\_\_\_\_ per month, with the first payment being due on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a like payment on the same day of each month thereafter until fully paid.

THERE will be no pre-payment penalty on this Note.

IF DEFAULT is made in payment after demand, and such default shall continue for a period of 10 days, then the holder hereof may, at its option, declare the whole sum then remaining unpaid immediately due and payable. In case of any such default, the undersigned agrees to pay all costs of collection, including a reasonable attorney's fee, whether or not suit is instituted. Upon default for ten (10) days, the vehicle sold to Buyer in connection with this promissory note shall be returned to Seller(s) and Seller(s) is granted all rights of repossession as a secured party.

PRESENTMENT for payment, demand, notice of dishonor, protest, notice of protest and any homestead or personal property exemption allowed by the constitutions or laws of any state are hereby waived by the undersigned. Failure by the holder hereof to exercise any option granted it hereunder shall not constitute a waiver of future rights.

This Note is given to secure the payment of the purchase price of a vehicle, identified below:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ VIN: \_\_\_\_\_

Title to the vehicle will either be (check option)  retained by Seller until all payment due under this note are paid in full, or  transferred to Buyer at execution of this note, in which case Seller retains a vendors lien in said vehicle and Buyer grants to Seller a security interest in the vehicle until this note is paid in full. If title is transferred to Buyer, Seller shall be listed as a lender on the title of the vehicle, whether or not Seller elects to perfect Seller's security interest in the vehicle.

\_\_\_\_\_  
BORROWER/BUYER SS# \_\_\_\_\_  
BORROWER/BUYER

\_\_\_\_\_  
BORROWER/BUYER SS# \_\_\_\_\_

Seller Name, Address, Phone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer(s) Name, Address, Phone:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_